

**TITLE:** North Extension Design and Construction**DATE:** 03/31/2016**PROJECT:** Construction Package No. 1**CONTRACT NO:** HSR 13-06**CONTRACTOR:** Attn: Jim Laing  
Tutor Perini/Zachry/Parsons, a Joint Venture  
1401 Fulton Street  
Suite 400  
Fresno, CA 93721**DESCRIPTION OF CHANGE:**

Compensate the Contractor for providing design and construction services for the North Extension. Contractor shall do all the work and furnish all the materials necessary to achieve Final Acceptance of the following:

The extension of the project limits starting from Station 7180+00 to Station 7323+79.00 in the County of Madera. This northern extension is approximately 2.72 miles in length, adjacent to the west side of the Burlington Northern Santa Fe (BNSF) tracks and the alignment runs nominally at-grade. There will be three (3) grade separated structures located at Avenue 17, Road 27, and Road 26.

**DESIGN EXCLUSIONS:**



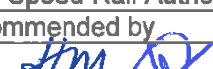

1. Right-of-Way acquisition
2. Design for utility conflicts (Water, Sewer, Communications, AT&T & PG&E, and any unidentified underground utilities)
3. Design for environmental impacts, mitigation, and delineation
4. The limits of work along Avenue 17 are as shown in the pdfs provided by the Authority. The eastern tie-in to existing ground will tie to an unpaved dirt farm road. Connection from the profile tie-in to a pavement road farther east is not included in this scope of work.
5. Design of interim platform and crossover locations are excluded from this Change Order. Accommodations for future platform and crossover locations have not been clearly defined and are also excluded from the design.
6. The CADD files provided by the Authority were not in accordance with CAHSR CADD requirements. The Authority acknowledges that the final submitted CADD files will also not fully meet CAHSR CADD requirements.
7. In the CADD files provided by the Authority on December 18, 2015, an animal crossing was called out just north of Rd 27 Overcrossing which is in conflict with the provided guideway profile as it does not leave enough cover. The animal crossing must be moved north up to 550' as needed.

**DESIGN PROJECT CONDITIONS:**

1. Design is to be based on the pdfs provided to Contractor on 7/24/2015.
2. Design is to be based on a 110' offset from the BNSF right-of-way provided by the Authority as outlined in the design meetings on December 22, 2015. Contractor is directed to use reversing curves to separate from BNSF as soon as possible.
3. A reduction in speed is required for the roadway crossings in order to meet the profile grade shown along Rd 26 and Rd 27. Design is to be based on grades shown in the pdfs provided by the Authority and any change to the maximum profile grades will have design and construction impacts that will be included in a separate Change Order on an as needed basis.

**CONSTRUCTION EXCLUSIONS:**

1. Underground and Overhead Television/Communications/Power lines/water and sewer or Gas Line installation, relocation or removal.
2. RSS slopes for embankments steeper than 2 H vs. 1 V.
3. Temporary roadway detours for roadways or overcrossings.
4. Removal or recompaction of unsuitable materials encountered within the R-O-W.

Contractor		California High Speed Rail Authority		
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5. Hazmat survey or disposal.
6. Any work on the BNSF railroad R-O-W. or Railroad Flagmen.
7. Removal of the Electric Charging Station at the Amtrak Station.
8. Permits and associated fees.
9. Environmental costs associated with any monitoring that will be required during construction
10. Cell tower relocation at Road 26 and Ave. 18 ½.
11. Temporary or Permanent Signalization.

**CONSTRUCTION PROJECT CONDITIONS:**

1. Construction is to be based on the pdfs provided to Contractor on 7/24/2015.
2. All equipment utilized to price the work scopes are from Caltrans generated Authority approved Tier IV rates.
3. Quantities and scopes-of-work are from the design drawings as provided with Authority Directive Letter 0076.
4. Includes 57' of additional ROW Northwest of CP-1, & Southwest (approx. 2,850 lf south of CP-1 match-line until tie-in). Intrusion Barrier Protection between the HSR tracks and BNSF tracks is not required due to the original R-O-W being moved 57' to the West to gain separation. All R-O-W acquired for the change order will be purchased by the Authority. Support-of Excavation earthwork or retaining walls along the guideway not required due to the original R-O-W being moved 57' to the West.
5. SWPPP Plan to be based upon a one-job basis, not individual R-O-W takes.
6. Building Survey and Abatement based upon a maximum of 206,525 sf of building demolition from Google Map site review/take-off of R-O-W takes.
7. Authority Facility and Un-Paved Access Roads:  
Furnish & Place 16" of Class 2 AB at the Authority Facility and the Unpaved Access Roads.
8. 3<sup>rd</sup> Party Paved Access Roads:  
Furnish & Place 1.15' of Class 2 AB and .4' AC at the 3<sup>rd</sup> Party Paved Access Roads including Overcrossings, Ave 18.5 and 19, and the Cul-De Sacs.
9. Temporary Construction Fencing to be T Post and Rope or plastic fencing

All design and construction work shall be in accordance with applicable sections of the Contract Documents including but not limited to design, demolition, site clearing, utility relocations, roadway construction, environmental re-exams, permit amendments, mitigation measures identified in the Final Environmental Documents, and adherence to Governmental Approvals, Laws, and applicable Third Party requirements.

**EXTRA WORK AT AGREED LUMP SUM:**

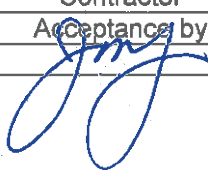

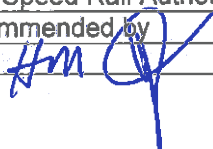

For this work, the Contractor will be paid the agreed lump sum of One hundred and fifty three million three hundred and ninety nine thousand eight hundred and forty four dollars (\$153,399,844.00). This lump sum constitutes full and complete compensation for providing all labor, materials, equipment, tools, and incidentals, including all markups by reason of this change.

**TIME ADJUSTMENT:**

Any delay due to this change order, if any and if determined to be a controlling operation, will be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments – Limitation on Delay and Disruption Damages," of the *General Provisions*.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
0253 & 0269	00001	North Extension Design and Construction -	1.0	LS	\$153,399,844.00	\$153,399,844.00	TBD

**Total:** \$153,399,844.00 0

Contractor	California High Speed Rail Authority			
Acceptance by	Submitted by	Recommended by	Approved by	
				

**TITLE:** Design and Construction North Extension

**DATE:** 03/30/2016

**PROJECT:** Construction Package No. 1

**CONTRACT NO:** HSR 13-06

**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

Acceptance by		
Signature 	Jim Laing - Project Manager/Director	Date 3/31/16
California High-Speed Rail Authority		
Submitted by		
Signature 	John C. Lee - D-B Oversight Manager	Date 04-08-16
Recommended by		
Signature 	Hugo Mejia - Design & Construction Manager	Date 4/7/16
Approved by <b>RECOMMENDED</b>		
Signature 	Terry Ogle - Director of Design & Construction	Date 4/7/16
Approval by		
Signature 	Scott Jarvis - Chief Engineer	Date 4.7.16